

Fill in this information to identify the case:

Debtor 1 Edward Cubernot  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the : Eastern District of Pennsylvania  
 (State)  
 Case number 21-10942-elf

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: HEADLANDS RESIDENTIAL OWNER TRUST, SERIES E, BY U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE\*\*

Court claim no. (if known): 2

Last four digits of any number you use to identify the debtor's account: XXXXXX5408

Date of payment change: 9/1/2022\*  
 Must be at least 21 days after date of this notice

New total payment: \$2,078.46  
 Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☒ No  
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment : \$ \_\_\_\_\_

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

- ☐ No  
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 3.0630%

New interest rate: 3.250%

Current principal and interest payment: \$ 873.57

New principal and interest payment: \$ 866.33

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

**Edward Cubernot**

First Name Middle Name Last Name

Case number (if known) 21-10942-elf

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/Dane Exnowski Date 09/06/2022  
Signature

Print: Dane Exnowski Title Authorized Agent for Creditor  
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road  
Number Street  
Roswell GA 30076  
City State ZIP Code

Contact phone 562-661-5060 Email Dane.Exnowski@mccalla.com

\*Under Rule 3002.1(b) of the Federal Rules of Bankruptcy Procedure, the holder of a claim shall file a notice of any change in payment amount, no later than 21 days before a payment in the new amount is due. Creditor requests that since the debtor's payment decreased on 09/01/2022 that the payment effective date is 09/01/2022.

\*\*Please note Creditor is in the process of filing a Transfer of Claim to reflect Creditor as the Transferee of this Claim. However, this Notice of Mortgage Payment Change is being filed to ensure Creditor's compliance with Fed. R. Bankr. P. 3002.1.

In Re:  
Edward Cubernot

Bankruptcy Case No.: 21-10942-elf  
Chapter: 13  
Judge: Eric L. Frank

CERTIFICATE OF SERVICE

I, Dane Exnowski, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Edward Cubernot  
5877 Pheasant Street  
Doylestown, PA 18901

Zachary Perlick  
1420 Walnut Street Suite 718  
Philadelphia, PA 19102

*(served via ECF Notification)*

Kenneth E. West  
Office of the Chapter 13 Standing Trustee  
1234 Market Street - Suite 1813  
19107, PA 19107

*(served via ECF Notification)*

United States Trustee  
Office of United States Trustee  
Robert N.C. Nix Federal Building  
900 Market Street Suite 320  
Philadelphia, PA 19107

*(served via ECF Notification)*

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 09/06/2022 By: /s/Dane Exnowski  
(date) Dane Exnowski  
Authorized Agent for Creditor



P.O. Box 111209 Nashville, TN 37222

Return Service Only - Please do not send mail to this address

**RETURN SERVICE REQUESTED**

EDWARD CUBERNOT  
5877 PHEASANT LN  
BUCKINGHAM TWP, PA 18901

Business Hours (Central Time)  
8am-7pm Mon-Thur, 8am-5pm Fri,  
9am-12pm Sat, Operating hours are  
Central Time

Date: 07/01/2022  
Loan Number: [REDACTED]  
Property Address: 5877 PHEASANT LN  
BUCKINGHAM TWP, PA 18901

**Changes to Your Mortgage Interest and Payments on 08/01/2022**

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 1 month period during which your interest rate remained the same. That period ends on 08/01/2022 and as a result, your interest rate may change on that date. After that, your interest rate may change every 1 month(s) for the rest of your loan term. Any changes in your interest rate may also change your mortgage payment.

	<i>Current Rate and Monthly Payment</i>	<i>New Rate and Monthly Payment</i>
<b>Interest Rate</b>	<b>3.12500%</b>	<b>3.25000%</b>
<b>Principal</b>	<b>\$746.84</b>	<b>\$736.56</b>
<b>Interest</b>	<b>\$126.73</b>	<b>\$129.77</b>
<b>Escrow (Taxes &amp; Insurance)</b>	<b>\$1,212.13</b>	<b>\$1,212.13</b>
<b>Total Monthly Payment</b>	<b>\$2,085.70</b>	<b>\$2,078.46 due 09/01/2022</b>

**Interest Rate:** We calculated your interest rate on your adjustable rate mortgage (ARM) by taking a published "index rate" and adding a certain number of percentage points, called the "margin", and taking into consideration any applicable rounding and interest rate caps. Under your loan agreement, your index rate is 0.49300% and your margin is 2.80000%. The ENTERPRISE 11TH DISTRICT COFI REPLACEMENT is published monthly in the .

**Rate Limit[s]:** Your interest rate will never be greater than 11.95000% or less than 2.80000% over the life of the loan. Your interest rate can increase or decrease on any single change date by no more than 99.99999%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. These amounts are based on the ENTERPRISE 11TH DISTRICT COFI REPLACEMENT index as of now, your margin, any applicable rate limitations as stated above, your loan balance of \$47,916.38, and your remaining amortizing term of 60 months.

**Prepayment Penalty:** Not Applicable.

**If You Anticipate Problems Making Your Payments:**

- Contact Fay Servicing at (800) 495-7166 as soon as possible.
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - Refinance your loan with us or another lender;
  - Sell your home and use the proceeds to pay off your current loan;
  - Modify your loan terms with us;
  - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or visit <http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. If you would like contact information for a State housing finance agency, visit the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp/>.

ACH Debit Borrowers: If you have previously authorized Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable), please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC, at least three (3) business days prior to your next scheduled debit.

IF YOU ARE IN BANKRUPTCY, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, YOUR SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY. INSTEAD, WE ARE PROVIDING THIS REQUIRED NOTICE THAT YOUR ADJUSTABLE RATE IS CHANGING.

AS A RESULT OF A BANKRUPTCY PROCEEDING, YOU MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID PRINCIPAL BALANCE; HOWEVER, IF WE (AS BENEFICIARY OR BENEFICIARY'S AGENT) RETAIN A SECURITY LIEN ON THE REAL PROPERTY, IT IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE LOCATED. IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT IT IS INTENDED FOR INFORMATIONAL PURPOSES. QUESTIONS REGARDING YOUR BANKRUPTCY SHOULD BE MADE DIRECTLY TO YOUR ATTORNEY OR THE COURT APPOINTED TRUSTEE.

Please see additional Disclosures enclosed.

## DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

### CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### IMPORTANT BANKRUPTCY NOTICE

**Bankruptcy (if applicable)** - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

### NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC  
**Attn: Customer Service Department**  
3000 Professional Drive, Suite A  
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time.

### MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

### HUD STATEMENT

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

### EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261  
[www.ftc.gov](http://www.ftc.gov)

**Servicemembers Civil Relief Act (SCRA)** - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil.content/locator.php>.

### PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

**Disputed Debts:** If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.